


SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. F22600-00-R 0040	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 9 Dec 99	PAGE OF PAGES 1 43
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. F22600-00-DM001	5. REQUISITION/PURCHASE REQUEST NO. FQ301093510100	6. PROJECT NO. MAHG 98-2201
7. ISSUED BY 81 ST CONTRACTING SQUADRON 310 M STREET, ROOM 102 KEESLER AFB MS 39534-2147	CODE	8. ADDRESS OFFER TO 81 ST CONTRACTING SQUADRON 310 M STREET, ROOM 102 KEESLER AFB MS 39534-2147 DO: C20 SIC Code: 1611 Size Std: \$17,000,000
9. FOR INFORMATION CALL: 	A. NAME 1Lt Aaron Boyd	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (228)377-1832

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

1. PROJECT DESCRIPTION: REPAIR/REPLACE PAVEMENTS AND UTILITIES
2. THIS ACQUISITION IS BEING ISSUED ON A NON COMPETITIVE 8(a) BASIS.
3. ENTER PRICES IN SECTION B.
4. YOUR ATTENTION IS DIRECTED TO PART I, SECTION G, CONTRACT CLAUSE G-310, WITH REFERENCE TO REMITTANCE ADDRESS.
5. YOUR ATTENTION IS DIRECTED TO PART II, SECTION I, CONTRACT CLAUSE I-100, WITH REFERENCE TO "COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK".

11. The Contractor shall begin performance within ____* calendar days and complete it within ____* calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See *I-100.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1200 (CST) local time **10 JAN 00**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) Land Shaper, Inc. 10217 Three Rivers Road Gulfport, MS 39503		15. TELEPHONE NO. (Include area code) 228-863-8996
16. REMITTANCE ADDRESS (Include only if different than Item 14)		
CODE	FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS	See Schedule
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:
LINE ITEMS 0001 – 0096 OF THE BASIC YEAR

22. AMOUNT \$ 931,176.55 (Estimated)	23. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON THE INDIVIDUAL TASK ORDER
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()
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26. ADMINISTERED BY 81 st CONTRACTING SQUADRON SEE BLOCK 7 FOR ADDRESS	27. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING #3 ARKANSAS ROAD, LIMESTONE ME 04751-1500
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) Robert PARKER President	31A. NAME OF CONTRACTING OFFICER (Type or print) Robert F. WILAND
30B. SIGNATURE [Signature]	31B. UNITED STATES OF AMERICA [Signature]
30C. DATE 7/11/00	31C. AWARD DATE 00 JUL 18

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

BID SCHEDULE
PROJECT NUMBER MAHG-98-2201

REPAIR/REPLACE PAVEMENTS AND UTILITIES

Contractor shall furnish all plant, labor, transportation, material and equipment and perform all work in strict accordance with the Terms and Conditions set forth in the contract specifications and drawings.

Infrastructure Bid Schedule

BASIC YEAR
Revised 8 Jan 99

Effective 01 Jul 00 or the date of award, whichever is later, and shall remain in effect through 30 Jun 01

		UNIT	UNIT PRICE	EST QUANTITY	AMOUNT
`0001	Excavation & Backfill 0-4' deep	CY			
`0002	Excavation & Backfill 4'-8' deep	CY			
`0003	Excavation & Backfill 8'-12' deep	CY			
`0004	Excavation & Backfill 12'-16' deep	CY			
`0005	Jack and Bore 6" casing (4' cover)	LF			
`0006	Jack and Bore 8" casing (4' cover)	LF			
`0007	Jack and Bore 10" casing (4' cover)	LF			
`0008	Jack and Bore 12" casing (4' cover)	LF			
`0009	Jack and Bore 16" casing (4' cover)	LF			
`0010	Excavate below base & backfill	CY			
`0011	Remove and replace structural concrete	CY			
`0012	Curb & Gutter				
	a. Remove and Replace	LF			
	b. Install New	LF			
`0013	Sidewalk (4" thick)				
	a. Remove and Replace	SY			
	b. Install New	SY			
`0014	Remove pavement				

	a. Asphalt	SY
	b. Concrete	SY
`0015	6" Aggregate base course	SY
`0016	Asphalt surface course	
	a. Roads and Parking	TN
	b. Patching	TN
`0017	Bituminous Prime coat	GL
`0018	Bituminous tack coat	GL
`0019	Pavement markings - painted	SF
`0020	Pavement markings - preformed	SF
`0021	Raised reflective markings	EA
`0022	Remove and install 4" pvc water pipe	LF
`0023	Remove and install 6" pvc water pipe	LF
`0024	Remove and install 8" pvc water pipe	LF
`0025	Remove and install 10" pvc water pipe	LF
`0026	Remove and install 12" pvc water pipe	LF
`0027	Remove and install 14" pvc water pipe	LF
`0028	Remove and install 15" pvc water pipe	LF
`0029	Remove and install 18" pvc water pipe	LF
`0030	Remove and install 21" pvc water pipe	LF
`0031	Remove and install 24" pvc water pipe	LF
`0032	Remove and install fire hydrant	EA
`0033	Water pipe fittings	LB
`0034	Remove and install 4" water valve w/box	EA
`0035	Remove and install 6" water valve w/box	EA
`0036	Remove and install 8" water valve w/box	EA
`0037	Remove and install 10" water valve w/box	EA
`0038	Remove and install 12" water valve w/box	EA

`0039	Remove and install 14" water valve w/box	EA
`0040	Remove and install 15" water valve w/box	EA
`0041	Remove and install 18" water valve w/box	EA
`0042	Remove and install 1" gas pipe	LF
`0043	Remove and install 2" gas pipe	LF
`0044	Remove and install 4" gas pipe	LF
`0045	Remove and install 6" gas pipe	LF
`0046	Remove and install 8" gas pipe	LF
`0047	Item Deleted	
`0048	Item Deleted	
`0049	Item Deleted	
`0050	Remove and install 1" gas valve w/box	EA
`0051	Remove and install 2" gas valve w/box	EA
`0052	Remove and install 4" gas valve w/box	EA
`0053	Remove and install 6" gas valve w/box	EA
`0054	Remove and install 8" gas valve w/box	EA
`0055	Item Deleted	
`0056	Item Deleted	
`0057	Item Deleted	
`0058	Remove and install 6" drain pipe	LF
`0059	Remove and install 8" drain pipe	LF
`0060	Remove and install 10" drain pipe	LF
`0061	Remove and install 12" drain pipe	LF
`0062	Remove and install 15" drain pipe	LF
`0063	Remove and install 18" drain pipe	LF
`0064	Remove and install 21" drain pipe	LF
`0065	Remove and install 24" drain pipe	LF
`0066	Remove and install 27" drain pipe	LF

`0067	Remove and install 30" drain pipe	LF	
`0068	Remove and install 36" drain pipe	LF	
`0069	Remove and install 42" drain pipe	LF	
`0070	Remove and install 48" drain pipe	LF	
`0071	Remove and install 54" drain pipe	LF	
`0072	Remove and install 60" drain pipe	LF	
`0073	Install 48" manhole	VLF	
`0074	Remove and install 4" sewer pipe	LF	
`0075	Remove and install 6" sewer pipe	LF	
`0076	Remove and install 8" sewer pipe	LF	
`0077	Remove and install 10" sewer pipe	LF	
`0078	Remove and install 12" sewer pipe	LF	
`0079	Remove and install 15" sewer pipe	LF	
`0080	Remove and install 18" sewer pipe	LF	
`0081	Remove and install 21" sewer pipe	LF	
`0082	Remove and install 24" sewer pipe	LF	
`0083	Seeding	CSF	
`0084	Sod	SY	
`0085	Borrow fill	CY	
`0086	Topsoil	CY	
`0087	4' X 10' precast box culvert	LF	
`0088	5' X 10' precast box culvert	LF	
`0089	Seal pipe joints (48" dia and larger)	EA	
`0090	Pipe joint sealant	GAL	
`0091	Excav. Demo. and Subgrade Prep.	SY	
`0092	Cold Mill Asphalt - per inch depth	SY	
`0093	Mobilize/Demobilize Milling Equipment	EA	\$
`0094	Manhole Ring Adjustment	EA	

`0095	Valve Box Adjustment	EA	8
`0096	Saw-Cut Pavements		
	a. Concrete per inch depth	LF	50
	b. Asphalt per inch depth	LF	300

Infrastructure Bid Schedule

FIRST OPTION YEAR

Revised 8 Jan 99
Effective 01 Jul 01 through 30 Jun 02

		UNIT	UNIT PRICE	EST QUANTITY	AMOUNT
`0001	Excavation & Backfill 0-4' deep	CY		315	
`0002	Excavation & Backfill 4'-8' deep	CY		900	
`0003	Excavation & Backfill 8'-12' deep	CY		1350	
`0004	Excavation & Backfill 12'-16' deep	CY		1440	
`0005	Jack and Bore 6" casing (4' cover)	LF		27	
`0006	Jack and Bore 8" casing (4' cover)	LF		27	
`0007	Jack and Bore 10" casing (4' cover)	LF		27	
`0008	Jack and Bore 12" casing (4' cover)	LF		27	
`0009	Jack and Bore 16" casing (4' cover)	LF		27	
`0010	Excavate below base & backfill	CY		225	
`0011	Remove and replace structural concrete	CY		27	
`0012	Curb & Gutter				
	a. Remove and Replace	LF		27	
	b. Install New	LF		70	
`0013	Sidewalk (4" thick)				
	a. Remove and Replace	SY		30	
	b. Install New	SY		60	
`0014	Remove pavement				
	a. Asphalt	SY		450	
	b. Concrete	SY		450	
`0015	6" Aggregate base course	SY		900	
`0016	Asphalt surface course				
	a. Roads and Parking	TN		2600	\$

b. Patching		TN	
`0017	Bituminous Prime coat	GL	
`0018	Bituminous tack coat	GL	
`0019	Pavement markings - painted	SF	
`0020	Pavement markings - preformed	SF	
`0021	Raised reflective markings	EA	
`0022	Remove and install 4" pvc water pipe	LF	
`0023	Remove and install 6" pvc water pipe	LF	
`0024	Remove and install 8" pvc water pipe	LF	
`0025	Remove and install 10" pvc water pipe	LF	
`0026	Remove and install 12" pvc water pipe	LF	
`0027	Remove and install 14" pvc water pipe	LF	
`0028	Remove and install 15" pvc water pipe	LF	
`0029	Remove and install 18" pvc water pipe	LF	
`0030	Remove and install 21" pvc water pipe	LF	
`0031	Remove and install 24" pvc water pipe	LF	
`0032	Remove and install fire hydrant	EA	\$
`0033	Water pipe fittings	LB	
`0034	Remove and install 4" water valve w/box	EA	
`0035	Remove and install 6" water valve w/box	EA	
`0036	Remove and install 8" water valve w/box	EA	\$
`0037	Remove and install 10" water valve w/box	EA	\$
`0038	Remove and install 12" water valve w/box	EA	\$
`0039	Remove and install 14" water valve w/box	EA	\$
`0040	Remove and install 15" water valve w/box	EA	\$
`0041	Remove and install 18" water valve w/box	EA	\$
`0042	Remove and install 1" gas pipe	LF	
`0043	Remove and install 2" gas pipe	LF	

`0044	Remove and install 4" gas pipe	LF	90
`0045	Remove and install 6" gas pipe	LF	45
`0046	Remove and install 8" gas pipe	LF	45
`0047	Item Deleted		
`0048	Item Deleted		
`0049	Item Deleted		
`0050	Remove and install 1" gas valve w/box	EA	4
`0051	Remove and install 2" gas valve w/box	EA	4
`0052	Remove and install 4" gas valve w/box	EA	1
`0053	Remove and install 6" gas valve w/box	EA	1
`0054	Remove and install 8" gas valve w/box	EA	1
`0055	Item Deleted		
`0056	Item Deleted		
`0057	Item Deleted		
`0058	Remove and install 6" drain pipe	LF	45
`0059	Remove and install 8" drain pipe	LF	45
`0060	Remove and install 10" drain pipe	LF	45
`0061	Remove and install 12" drain pipe	LF	270
`0062	Remove and install 15" drain pipe	LF	270
`0063	Remove and install 18" drain pipe	LF	270
`0064	Remove and install 21" drain pipe	LF	45
`0065	Remove and install 24" drain pipe	LF	135
`0066	Remove and install 27" drain pipe	LF	90
`0067	Remove and install 30" drain pipe	LF	90
`0068	Remove and install 36" drain pipe	LF	270
`0069	Remove and install 42" drain pipe	LF	270
`0070	Remove and install 48" drain pipe	LF	270
`0071	Remove and install 54" drain pipe	LF	135

`0072	Remove and install 60" drain pipe	LF	135
`0073	Install 48" manhole	VLF	45
`0074	Remove and install 4" sewer pipe	LF	90
`0075	Remove and install 6" sewer pipe	LF	270
`0076	Remove and install 8" sewer pipe	LF	450
`0077	Remove and install 10" sewer pipe	LF	450
`0078	Remove and install 12" sewer pipe	LF	270
`0079	Remove and install 15" sewer pipe	LF	135
`0080	Remove and install 18" sewer pipe	LF	180
`0081	Remove and install 21" sewer pipe	LF	67
`0082	Remove and install 24" sewer pipe	LF	90
`0083	Seeding	CSF	45
`0084	Sod	SY	450
`0085	Borrow fill	CY	45
`0086	Topsoil	CY	450
`0087	4' X 10' precast box culvert	LF	80
`0088	5' X 10' precast box culvert	LF	80
`0089	Seal pipe joints (48" dia and larger)	EA	30
`0090	Pipe joint sealant	GAL	240
`0091	Excav. Demo. and Subgrade Prep.	SY	600
`0092	Cold Mill Asphalt - per inch depth	SY	8000
`0093	Mobilize/Demobilize Milling Equipment	EA	5
`0094	Manhole Ring Adjustment	EA	4
`0095	Valve Box Adjustment	EA	6
`0096	Saw-Cut Pavements		
	a. Concrete per inch depth	LF	50
	b. Asphalt per inch depth	LF	250

Infrastructure Bid Schedule
SECOND OPTION YEAR
Revised 8 Jan 99
Effective 01 Jul 02 through 30 Jun 03

		UNIT	UNIT PRICE	EST QUANTITY	AMOUNT
`0001	Excavation & Backfill 0-4' deep	CY		390	
`0002	Excavation & Backfill 4'-8' deep	CY		1100	
`0003	Excavation & Backfill 8'-12' deep	CY		1650	
`0004	Excavation & Backfill 12'-16' deep	CY		1760	
`0005	Jack and Bore 6" casing (4' cover)	LF		33	
`0006	Jack and Bore 8" casing (4' cover)	LF		33	
`0007	Jack and Bore 10" casing (4' cover)	LF		33	
`0008	Jack and Bore 12" casing (4' cover)	LF		33	
`0009	Jack and Bore 16" casing (4' cover)	LF		33	
`0010	Excavate below base & backfill	CY		275	
`0011	Remove and replace structural concrete	CY		33	
`0012	Curb & Gutter				
	a. Remove and Replace	LF		20	
	b. Install New	LF		80	
`0013	Sidewalk (4" thick)				
	a. Remove and Replace	SY		30	
	b. Install New	SY		80	
`0014	Remove pavement				
	a. Asphalt	SY		500	
	b. Concrete	SY		500	
`0015	6" Aggregate base course	SY		1100	
`0016	Asphalt surface course				

a. Roads and Parking		TN	3200
b. Patching		TN	100
`0017	Bituminous Prime coat	GL	330
`0018	Bituminous tack coat	GL	165
`0019	Pavement markings - painted	SF	2200
`0020	Pavement markings - preformed	SF	110
`0021	Raised reflective markings	EA	22
`0022	Remove and install 4" pvc water pipe	LF	110
`0023	Remove and install 6" pvc water pipe	LF	220
`0024	Remove and install 8" pvc water pipe	LF	220
`0025	Remove and install 10" pvc water pipe	LF	220
`0026	Remove and install 12" pvc water pipe	LF	110
`0027	Remove and install 14" pvc water pipe	LF	55
`0028	Remove and install 15" pvc water pipe	LF	55
`0029	Remove and install 18" pvc water pipe	LF	55
`0030	Remove and install 21" pvc water pipe	LF	55
`0031	Remove and install 24" pvc water pipe	LF	55
`0032	Remove and install fire hydrant	EA	3
`0033	Water pipe fittings	LB	550
`0034	Remove and install 4" water valve w/box	EA	1
`0035	Remove and install 6" water valve w/box	EA	1
`0036	Remove and install 8" water valve w/box	EA	1
`0037	Remove and install 10" water valve w/box	EA	1
`0038	Remove and install 12" water valve w/box	EA	1
`0039	Remove and install 14" water valve w/box	EA	1
`0040	Remove and install 15" water valve w/box	EA	1
`0041	Remove and install 18" water valve w/box	EA	1
`0042	Remove and install 1" gas pipe	LF	220

`0043	Remove and install 2" gas pipe	LF	220
`0044	Remove and install 4" gas pipe	LF	110
`0045	Remove and install 6" gas pipe	LF	55
`0046	Remove and install 8" gas pipe	LF	55
`0047	Item Deleted		
`0048	Item Deleted		
`0049	Item Deleted		
`0050	Remove and install 1" gas valve w/box	EA	5
`0051	Remove and install 2" gas valve w/box	EA	5
`0052	Remove and install 4" gas valve w/box	EA	1
`0053	Remove and install 6" gas valve w/box	EA	1
`0054	Remove and install 8" gas valve w/box	EA	1
`0055	Item Deleted		
`0056	Item Deleted		
`0057	Item Deleted		
`0058	Remove and install 6" drain pipe	LF	55
`0059	Remove and install 8" drain pipe	LF	55
`0060	Remove and install 10" drain pipe	LF	55
`0061	Remove and install 12" drain pipe	LF	330
`0062	Remove and install 15" drain pipe	LF	330
`0063	Remove and install 18" drain pipe	LF	330
`0064	Remove and install 21" drain pipe	LF	55
`0065	Remove and install 24" drain pipe	LF	165
`0066	Remove and install 27" drain pipe	LF	110
`0067	Remove and install 30" drain pipe	LF	110
`0068	Remove and install 36" drain pipe	LF	330
`0069	Remove and install 42" drain pipe	LF	330
`0070	Remove and install 48" drain pipe	LF	330

`0071	Remove and install 54" drain pipe	LF	165
`0072	Remove and install 60" drain pipe	LF	165
`0073	Install 48" manhole	VLF	55
`0074	Remove and install 4" sewer pipe	LF	110
`0075	Remove and install 6" sewer pipe	LF	330
`0076	Remove and install 8" sewer pipe	LF	550
`0077	Remove and install 10" sewer pipe	LF	550
`0078	Remove and install 12" sewer pipe	LF	330
`0079	Remove and install 15" sewer pipe	LF	165
`0080	Remove and install 18" sewer pipe	LF	220
`0081	Remove and install 21" sewer pipe	LF	82
`0082	Remove and install 24" sewer pipe	LF	110
`0083	Seeding	CSF	55
`0084	Sod	SY	550
`0085	Borrow fill	CY	55
`0086	Topsoil	CY	550
`0087	4' X 10' precast box culvert	LF	70
`0088	5' X 10' precast box culvert	LF	70
`0089	Seal pipe joints (48" dia and larger)	EA	40
`0090	Pipe joint sealant	GAL	250
`0091	Excav. Demo. and Subgrade Prep.	SY	500
`0092	Cold Mill Asphalt - per inch depth	SY	9000
`0093	Mobilize/Demobilize Milling Equipment	EA	4
`0094	Manhole Ring Adjustment	EA	4
`0095	Valve Box Adjustment	EA	5
`0096	Saw-Cut Pavements		
	a. Concrete per inch depth	LF	50
	b. Asphalt per inch depth	LF	280

B-1 CLAUSES AND PROVISIONS

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) **Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.**

PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-700 **DESCRIPTION/SPECS/WORK STATEMENT**

APR 1991

Specifications that are applicable are listed below and are attached at the end of the solicitation/contract:

TITLE: REPAIR/REPLACE PAVEMENTS AND UTILITIES
PROJECT: MAHG-98-2201
PREPARED: 28 AUG 99
PAGES: 64 PAGES

PART I - THE SCHEDULE
SECTION E
INSPECTION AND ACCEPTANCE

E-18	52.246-12	INSPECTION OF CONSTRUCTION (IAW FAR 46.312)	AUG 1996
E-602	5352.246-9000	INSPECTION AND ACCEPTANCE (AETC) (IAW AETC FARS 5346.502)	JUL 1993

81ST CIVIL ENGINEERING SQUADRON/CECS, 508 "L" STREET, KEESLER AFB, MS 39534 is designated as the office responsible for inspecting the work while the Contracting Officer is responsible for final acceptance of the work.

PART I - THE SCHEDULE
SECTION F
DELIVERIES OR PERFORMANCE

F-11 **PERIOD OF PERFORMANCE**
 (IAW FAR 12.101(a))
F-20 52.211-12 **LIQUIDATED DAMAGES—CONSTRUCTION** APR 1984
 (IAW FAR 11.504(b))

For the purposes of this clause the blank(s) are completed as follows:

- (a) If the contractor fails to complete the work within the time specified in the Delivery Order, or any extension, the contractor shall pay to the Government, as Liquidated Damages, the sum of _____ * for delay of each separate part or stage of work.
- (b) If the Government terminates the contractor's right to proceed, the resulting damage will consist of Liquidated Damages until such reasonable time as may be required for final completion of the work, together with any increased costs occasioned by the Government in completing the work.
- (c) If the Government does not terminate the Contractor's right to proceed , the resulting damage will consist of Liquidated Damages until the work is completed or accepted.
- *\$133.27 for each day of delay for each separate call , except that if, at the time of delinquency, the Contractor is performing concurrently on more than one call against the same delivery order, Liquidated Damages shall be assessed at 50% of the above rate for each day of delay, i.e., a delinquent call, in accordance with the foregoing, shall be configured as \$133.27 X 50% = \$66.64

F-22 52.211-13 **TIME EXTENSIONS** APR 1984
 (IAW FAR 11.504(c))
F-601 5352.211-9000 **ALLOTTED WORK TIME (AETC)** SEP 1996
 (IAW AETC FARS 5311.404(b))

- (a) Prior to issuance of each individual delivery order, the period of performance will be negotiated. No delivery order will be issued with a completion date of more than 120 calendar days beyond the contract expiration date regardless of the days. Working time on delivery orders are independent of each other and may run concurrently.
- (b) When a delivery order is issued, it will specify a required start date and a required delivery date computed in accordance with this paragraph. The contractor may start work at an earlier date and may complete at an earlier date than specified provided he gives the Contracting Officer two (2) days advance notice in writing. This earlier start date must be approved by the Contracting Officer. If the earlier start date is approved, the Contracting Officer will recompute the required completion date to comply with the allotted work time.

**PART I THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

G-310 5352.232-9000 **REMITTANCE ADDRESS**

MAY 1996

(IAW AETCFARS 5332.908)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

(End of Clause)

SEE AFI 400-102 FOR FURTHER GUIDANCE

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE JUN 1988
(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NO	FAR PARA	CLAUSE TITLE	DATE
I-11	52.202-1	DEFINITIONS (IAW FAR 2.201)	OCT 1995
I-12	52.202-1	ALTERNATE I (IAW FAR 2.201)	APR 1984
I-19	52.203-3	GRATUITIES (IAW FAR 3.202)	APR 1984
I-20	52.203-5	COVENANT AGAINST CONTINGENT FEES (IAW FAR 3.404)	APR 1984
I-21	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (IAW FAR 3.503-2)	JUL 1995
I-22	52.203-7	ANTI-KICKBACK PROCEDURES (IAW FAR 3.502-3)	JUL 1995
I-23	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACITVITY (IAW FAR 3.104-9(a))	JAN 1997
I-25	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-9(b))	JAN 1997
I-25C	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (IAW FAR 3.808(b))	JUN 1997
I-39	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (IAW FAR 4.304)	JUN 1996
I-78	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (IAW FAR 9.409(b))	JUL 1995
I-100	52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (IAW FAR 11.404(b))	APR 1984

For the purposes of this provision the blank(s) are completed as follows:

- (a) within 10 calendar days after receipt of the first delivery order, within 5 calendar days of subsequent delivery orders.
(b) Contract shall become effective 01 Jul 00 or the date of award , whichever is later, and shall remain in effect through 30 Jun 01. The contractor will be required to prosecute the work and to complete each separate delivery order as specified in Contract Clause F-601, Allotted Work Time (SEP 96).

I-102	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IAW FAR 11.604(b))	SEP 1990
I-128	52.215-2	AUDIT AND RECORDS-NEGOTIATION (IAW FAR 15.209(b))	JUN 1999
I-129G	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (IAW FAR 15.209(h))	OCT 1997
I-133C	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (IAW FAR 15.408(b))	OCT 1997
I-135C	52.215-12	SUBCONTRACTOR COST OR PRICING DATA (IAW FAR 15.408(c))	OCT 1997
I-139C	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (IAW FAR 15.408(g))	DEC 1998
I-142C	52.215-17	WAIVER OF FACILITIES CAPITOL COST OF MONEY (IAW FAR 15.408(i))	OCT 1997
I-146C	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (IAW FAR 15.408(j))	OCT 1997
I-147J	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (IAW FAR 15.408(k))	OCT 1997
I-170	52.216-18	ORDERING (IAW FAR 16.506(a))	OCT 1995
I-171	52.216-19	ORDER LIMITATIONS (IAW FAR 16.506(b))	OCT 1995

I-173	52.216-21	REQUIREMENTS (IAW FAR 16.506(d))	OCT 1995
For the purposes of this provision the blank(s) are completed as follows:			
(f) 120 Calendar Days			
I-194	52.217-8	OPTION TO EXTEND SERVICES (IAW FAR 17.208(f))	NOV 1999

The government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once , but the total extension of contract performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 Days**.

(end of clause)

I-195	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (IAW FAR 17.208(g))	MAR 2000
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(a)The Government may extend the term of this contract by written notice to the contractor within **60 Days**; provided the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 Days** before the contract expires. The preliminary notice does not commit the government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including exercise of any options under this clause shall not exceed **42 Months**.

end of clause)

I-214	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (IAW FAR 19.708(a))	OCT 1999
I-221	52.219-14	LIMITATIONS ON SUBCONTRACTING (IAW FAR 19.508(e))	DEC 1996
I-247	52.222-3	CONVICT LABOR (IAW FAR 22.202)	AUG 1996
I-248	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (IAW FAR 22.305)	JUL 1995
I-250	52.222-6	DAVIS-BACON ACT (IAW FAR 22.407(a)(1))	FEB 1995
I-251	52.222-7	WITHHOLDING OF FUNDS (IAW FAR 22.407(a)(2))	FEB 1988
I-252	52.222-8	PAYROLLS AND BASIC RECORDS (IAW FAR 22.407(a)(3))	FEB 1988
I-253	52.222-9	APPRENTICES AND TRAINEES (IAW FAR 22.407(a)(4))	FEB 1988
I-254	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (IAW FAR 22.407(a)(5))	FEB 1988
I-255	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (IAW FAR 22.407(a)(6))	FEB 1988
I-256	52.222-12	CONTRACT TERMINATION--DEBARMENT (IAW FAR 22.407(a)(7))	FEB 1988
I-257	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (IAW FAR 22.407(a)(8))	FEB 1988
I-258	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (IAW FAR 22.407(a)(9))	FEB 1988
I-259	52.222-15	CERTIFICATION OF ELIGIBILITY (IAW FAR 22.407(a)(10))	FEB 1988
I-262	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (IAW FAR 22.810(a)(1))	FEB 1999
I-264	52.222-26	EQUAL OPPORTUNITY FEB 1999 (IAW FAR 22.810(e))	
I-266	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (IAW FAR 22.810(f))	FEB 1999
I-274	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (IAW FAR 22.1308(a)(1), and DFARS 222.1308(a)(1))	APR 1998
I-276	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (IAW FAR 22.1408(a))	JUN 1998

I-278	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (IAW FAR 22.1308(b))	JAN 1999
I-293	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (IAW FAR 23.303)	JAN 1997
I-294	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (IAW FAR 23.1005)	APR 1998
I-295	52.223-6	DRUG-FREE WORKPLACE (IAW FAR 23.505(b))	JAN 1997
I-296C	52.223-9	CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (IAW FAR23.405(b))	OCT 1997

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the Contractor shall execute the following certification:

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of Certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

ESTIMATE

EPA DESIGNATED ITEM	TOTAL DOLLAR VALUE OF EPA DESIGNATED ITEM	PERCENTAGE OF RECOVERED MATERIAL CONTENT
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Where applicable, also include the percentage of postconsumer material content

(c) The Contractor shall submit this certification and estimate upon completion of the contract to * 81CES/CEV
*To be completed IAW agency procedures.

(End of Clause)

52.225-9

**BUY AMERICAN ACT-BALANCE OF PAYMENT PROGRAM
CONSTRUCTION MATERIALS**

FEB 2000

(IAW FAR 25.1102(c))

Buy American Act - Balance of Payments Program - Construction Materials
(FEB 2000)

(a) *Definitions.* As used in this clause--"Component" means any article, material, or supply incorporated directly into construction materials. "Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means-

- (1) An un-manufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;
- (ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and, reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier..

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price

comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall 'explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before con- tract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is non- compliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

<u>CONSTRUCTION MATERIAL DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QUANTITY</u>	<u>PRICE (DOLLARS)</u>
Item 1			
Foreign Construction Material			
Domestic Construction Material			
Item 2			
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

52.225-13 **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES**
(IAW FAR 25.1103(a))

FEB 2000

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)

(a)The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, and Sudan

(b)The Contractor shall not acquire for use in the performance of this contractany supplies or servicesfrom entities controlled by the government of Iraq.

(c)The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(end of clause)

I-315	52.227-1	AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a))	JUL 1995
I-317	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS (IAW FAR 27.202-2)	AUG 1996
I-321	52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (IAW FAR 27.203-5)	APR 1984
I-334	52.228-2	ADDITIONAL BOND SECURITY (IAW FAR 28.106-4)	OCT 1997
I-337	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	JAN 1997
I-345	52.228-11	PLEDGES OF ASSETS	FEB 1992

I-346	52.228-12	(IAW FAR 28.203-6) PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (IAW FAR 28.106-4(b))	OCT 1995								
I-348	52.228-14	IRREVOCABLE LETTER OF CREDIT (IAW FAR 28.204-4)	DEC 1999								
I-348H	52.228-15	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (IAW FAR 28.102-3(a))	SEP 1996								
I-353	52.229-4	FEDERAL, STATE, AND LOCAL TAXES-NONCOMPETITIVE (IAW FAR 29.402-3)	JAN 1991								
I-354	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (IAW FAR 29.401-5)	APR 1984								
I-387	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (IAW FAR 32.111(a)(5)(c))	MAY 1997								
I-403	52.232-17	INTEREST (IAW FAR 32.617(a), and 32.617(b))	JUN 1996								
I-405	52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (IAW FAR 32.705-1(b))	APR 1984								
I-409	52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1))	JAN 1986								
I-410	52.232-23	ALTERNATE I (IAW FAR 32.806(a)(2))	APR 1984								
I-415	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (IAW FAR 32.908(b))	JUN 1997								
For the purposes of this clause the blank(s) are completed as follows:											
		(a)(1)(i)(A) 30									
		(a)(4)(i) 14									
I-416F	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (IAW FAR 32.1110(a)(1))	MAY 1999								
I-417	52.233-1	DISPUTES (IAW FAR 33.215)	DEC 1998								
I-419	52.233-3	PROTEST AFTER AWARD (IAW FAR 33.106(b))	AUG 1996								
I-445	52.236-2	DIFFERING SITE CONDITIONS (IAW FAR 36.502)	APR 1984								
I-446	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (IAW FAR 36.503)	APR 1984								
I-447	52.236-4	PHYSICAL DATA (IAW 36.504)	APR 1984								
(a) N/A											
(b) For purposes of this clause, the following information is provided:											
AVERAGE NUMBER OF RAIN DAYS PER MONTH											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	9	9	7	7	9	11	12	9	6	7	10
(c) N/A											
(d) N/A											
I-448	52.236-5	MATERIAL AND WORKMANSHIP (IAW FAR 36.505)	APR 1984								
I-449	52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (IAW FAR 36.506)	APR 1984								
I-450	52.236-7	PERMITS AND RESPONSIBILITIES (IAW FAR 36.507)	NOV 1991								
I-451	52.236-8	OTHER CONTRACTS (IAW FAR 36.508)	APR 1984								
I-452	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (IAW FAR 36.509)	APR 1984								
I-453	52.236-10	OPERATIONS AND STORAGE AREAS (IAW FAR 36.510)	APR 1984								
I-454	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (IAW FAR 36.511)	APR 1984								
I-455	52.236-12	CLEANING UP (IAW FAR 36.512)	APR 1984								
I-456	52.236-13	ACCIDENT PREVENTION (IAW FAR 36.513(a))	NOV 1991								

I-457	52.236-13	ALTERNATE I (IAW FAR 36.513(a), and 36.513(b))	NOV 1991
I-458	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (IAW FAR 36.514)	APR 1984
I-459	52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (IAW FAR 36.515)	APR 1984
I-466	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (IAW FAR 36.521)	FEB 1997
I-473	52.236-26	PRECONSTRUCTION CONFERENCE (IAW FAR 36.522)	FEB 1995
I-541	52.242-13	BANKRUPTCY (IAW FAR 42.903)	JUL 1995
I-542	52.242-14	SUSPENSION OF WORK (IAW FAR 42.1305(a))	APR 1984
I-559	52.243-4	CHANGES (IAW FAR 43.205(d))	AUG 1987
I-573	52.244-5	COMPETITION IN SUBCONTRACTING (IAW FAR 36.522)	DEC 1996
I-624	52.246-21	WARRANTY OF CONSTRUCTION (IAW FAR 46.710(e)(1))	MAR 1994
I-676	52.248-3	VALUE ENGINEERING—CONSTRUCTION (IAW FAR 48.202)	FEB 2000
I-684	52.249-2	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (IAW FAR 49.502(b)(1)(I))	SEP 1996
I-685	52.249-2	ALTERNATE I (IAW FAR 49.502(b)(1)(ii))	SEP 1996
I-702	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (IAW FAR 49.504(c)(1))	APR 1984
I-732	52.252-4	ALTERATIONS IN CONTRACT (IAW FAR 52.107(d))	APR 1984
I-733	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (IAW FAR 52.107(f))	APR 1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-750	52.253-1	COMPUTER GENERATED FORMS (IAW FAR 53.111)	JAN 1991
IA-10	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (IAW DFARS 201.602-70)	DEC 1991
IA-22	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES (IAW DFARS 203.570-5)	MAR 1999
IA-33	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (IAW DFARS 204.404-70(b))	APR 1992
IA-34	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (IAW DFARS 204.7304)	MAR 2000

(a) Definitions.

As used in this clause—

(1) "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor information required for the conduct of business with DOD.

(2) "Data Universal Numbering System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr2000.mil>.

IA-40	252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (IAW DFARS 205.470-2)	DEC 1991
IA-90	252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (IAW DFARS 209.103-70)	NOV 1995
	252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.409)	MAR 1998
IA-152	252.215-7000 PRICING ADJUSTMENTS (IAW DFARS 215.804-8(1))	DEC 1991
IA-157	252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (IAW DFARS 215.408(2))	OCT 1998
	252.219-7009 SECTION 8(A) DIRECT AWARD	JUN 1998

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The cognizant SBA district office is:

U.S. SMALL BUSINESS ADMINISTRATION

(To be completed by the Contracting Officer at time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

IA-269	252.223-7001 HAZARD WARNING LABELS (IAW DFARS 223.303)	DEC 1991
IA-282	252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (IAW DFARS 223.7103(a))	APR 1993
IA-293	252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (IAW DFARS 225.7002-3(a))	JAN 1999
IA-312H	252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (IAW DFARS 225.770-5)	JUN 1992
IA-399	252.231-7000 SUPPLEMENTAL COST PRINCIPLES (IAW DFARS 231.100-700)	DEC 1991
IA-462	252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN (IAW DFARS 236.570(a)(1))	DEC 1991
IA-463	252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (IAW DFARS 236.570(a)(2))	DEC 1991

For the purposes of this clause the blank(s) are completed as follows:

<u>Title</u> NA	<u>File</u> NA	<u>Sheets</u> NA	<u>Date and Drawing No.</u> NA
IA-474 252.236-7005	AIRFIELD SAFETY PRECAUTIONS (IAW DFARS 236.570(b)(3))		DEC 1991
IA-632 252.242-7000	POSTAWARD CONFERENCE (IAW DFARS 242.570)		DEC 1991
IA-648 252.243-7001	PRICING OF CONTRACT MODIFICATIONS (IAW DFARS 243.205-71)		DEC 1991
IA-649 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (IAW DFARS 243.205-72)		MAR 1998
IA-745 252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (IAW DFARS 247.573(b))		MAR 2000

(a) Definitions.

As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international Waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use US Flag vessels if-

- (i) This Contract is a Construction Contract; or
- (ii) The supplies being transferred are

- (A) Non commercial items, or
- (B) Commercial items that-

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for FOB destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 USC 2643

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;

- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.
- (f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) The Contractor shall include this clause, including this paragraph (h) in all subcontracts under this contract that:
 - (1) which exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
 - (2) Are for a type of supplies described in paragraph (b)(2) of this clause.

(end of clause)

IA-746 252.247-7024 **NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA** MAR 2000

(IAW DFARS 247.573(c))

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--
 - (1) Shall notify the Contracting Officer of that fact; and
 - (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties;
 - (1) In all subcontracts under this contract, if this contract is a construction contract; or
 - (2) If this contract is not considered a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that--
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for FOB destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10, USC 2643

(end of clause)

IB-311 5352.216-9001 **AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS** MAY 1996

(IAW AFFARS 5316.506)

IB-320 5352.223-9000 **ELIMINATION OF CLASS I OZONE DEPLETING SUBSTANCES IN AIR FORCE PROCUREMENT** MAY 1996

(IAW AFFARS 5323.890-7)

- (a) It is the Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.
- (b) Unless a specific waiver has been approved, Air Force procurements:
 - (1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and
 - (2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS.
- (c) For the purposes of this Air Force policy, the following are Class I ODS:
 - (1) Halons: 1011, 1202, 1211, 1301, and 2402
 - (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
 - (3) Other controlled substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.
- (d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

Substance	Application/Use	Quantity (lbs)
N/A	N/A	N/A

- (e) To assist the Air Force in implementing this policy, the offeror/contractor is required, to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

IB-343 5352.242-9000 **CONTRACTOR ACCESS TO AIR FORCE
INSTALLATIONS**

MAY 1996

(IAW DFARS 5342.490-1)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.
- (g) Failure to comply with these requirements may result in withholding of final payment.

5352.217-9000 **OPTION CLAUSE LIMITATION NOTICE (AETC)**

JUL 1994

(IAW AETC FARS 5317.208(f))

As proscribed in 5317.208, insert the following clause in Section I of solicitations and contracts:

Option Clause Limitation Notice (AETC) (Jul 1994)

This contract contains two option provisions, (i) Option to Extend Services, and (ii) Option to Extend the Term of the Contract (see FAR 52.217-8 and FAR 52.217-9). Either or both may be exercised unilaterally by the Government. The clause entitled "Option to Extend the Term of the Contract" will not be exercised after any exercise of the "Option to Extend Services" clause.

5352.236-9000 **AVAILABILITY OF UTILITIES SERVICES (AETC)**

JUL 1993

(IAW AETCFARS 5337.110(a))

Notwithstanding the provisions of Contract Clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance, will be made available at no cost to the Contractor from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines, as may be required, shall be installed by the Contractor at the Contractor's own expense.

5352.237-9001 **PREPERFORMANCE CONFERENCE (AETC)**

JUL 1993

(IAW AETCFARS 5337.110(b))

Offerors/bidders are hereby advised that if they are awarded a contract as a result of this solicitation, they may be required to appear at the **81st Contracting Squadron**, Building Number 4605, 310 "M" Street **Keesler AFB, MS 39534-2147**, to attend a preperformance conference prior to commencement of any work on the military installation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS
(All listed attachments are at the end of this document)

List of Attachments:

- | | | |
|-----|---|-----------------|
| (1) | U.S. Department of Labor General Wage Decision
No. MS000027 – ConstructionType: HIGHWAY
(3 Pages) | Date: 11 Feb 00 |
| (2) | Technical Specifications Project MAHG-98-2201
(64 Pages) | Date: 28 Aug 99 |
| (3) | Addendum Number One
(1 Page) | Date: 09 Dec 99 |
| (4) | Addendum Number Two
(1 Page) | Date: 24 Jan 00 |

General Decision Number MS000027

General Decision Number MS000027

General Decision Number MS000027		Superseded General Decision No. MS990027	
State: Mississippi			
Construction Type:			
HIGHWAY			
County(ies):			
HANCOCK		HARRISON JACKSON	
HIGHWAY CONSTRUCTION PROJECTS (does not include Building Structures in Rest Area Projects and Railroad Construction; Bascule; Suspension; Spandrel Arch Bridges; Bridges designed for Commercial Navigation; Bridges involving Marine Construction and other major bridges).			
Modification Number		Publication Date	
0		02/11/2000	
COUNTY(ies):			
HANCOCK		HARRISON JACKSON	
SUMS3061A		02/22/1993	
		Rates	Fringes
CARPENTERS		\$8.67	
CEMENT FINISHERS/MASONS		8.33	
ELECTRICIANS		12.00	
FORM SETTERS		7.00	
GUARDRAIL POST DRIVER		8.57	
IRONWORKER (Reinforcing) (tie steel)		12.36	
IRONWORKER (Structural)		13.89	
JOINT FILLER		5.15	
JOINT SETTER		5.15	
LABORERS:			
Air Tool Operator (Jackhammer)		6.25	
Asphalt Raker		6.25	
Grade Checkers (Asphalt)		7.35	
Mason Tenders		7.50	
Pipelayer		7.45	
Unskilled		5.77	
PAINTER (Structural Steel)		5.43	
PILEDRIVERMAN		7.50	
POWER EQUIPMENT OPERATORS:			
Aggregate Spreader Operator		7.31	
Asphalt Broom (Sweeper)		5.63	
Asphalt Distributor		6.40	
Asphalt Paving Machine/Spreader		7.50	
Asphalt Plant Operator		6.31	
Backhoe (Shovel)		7.67	
Bulldozer		8.40	
Concrete Breaker-Hydro Hammer Op.		8.24	
Concrete Finishing/Curing Machine Operator		8.45	
Concrete Paving Machine Operator (Spreader)		8.97	
Concrete Saw Operator		8.56	
Crane/Dragline		9.47	
Crusher Feeder Machine Operator		5.50	
Earth Auger Operator		8.50	
Loader (All Types)		7.75	

Mechanic (Heavy equipment)	9.68
Milling Machine Operator	10.75
Mixer (All Types)	8.12
Mulcher Machine	5.33
Motor Patrol (Grader)	9.10
Oiler-Greaser	6.55
Piledriver Machine Operator	8.13
Roller (Self-propelled)	6.26
Scraper (All types)	6.83
Striping Machine Operator	7.63
Tractor (Track type)	6.83
Tractor (Wheel Type)	5.96
Trenching Machine Operator	8.88
TRUCK DRIVERS (All types)	6.14
WELDER	10.14

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review

Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

*Amendments issued during the solicitation phase will be incorporated into the contract as required.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K-1 52.203-2 **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**
(IAW FAR 3.103-4)

APR 1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

John C. Johnson

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-4C 52.203-11 **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS**
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(IAW FAR 3.808(a))

APR 1991

K-10D 52.204-5 **WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)**
(IAW FAR 4.603(b))

MAY 1999

(a) Representation. The offeror represents that it () is, (X) is not a women-owned business concern.

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219.1 Small Business Program Representations, of this solicitation.) The offeror represents that it () is, (X) is not a women-owned business concern.

K-17C 52.209-5 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS
(IAW FAR 9.409(a))

MAR 1996

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not (X) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (X), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (X), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-75C 52.219-1 **SMALL BUSINESS PROGRAM REPRESENTATIONS**
(IAW FAR 19.307(a)(1))

MAY 1999

(a) (1) The standard industrial classification (SIC) code for this acquisition is (SEE PAGE 1).

(2) The small business size standard is (SEE PAGE 1).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it **(X)** is **() is not a small business concern.**

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents for general statistical purposes that it **(X)** is, **() is not a small disadvantaged business concern as defined in 13 CFR 124.1002.**

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it **() is, (X) is not a women-owned small business concern.**

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitations is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or woman owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) or a definition of program eligibility, shall--

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-75C 52.219-1 **ALT I**

(IAW FAR 19.306(a)(3))

NOV 1999

(b) (4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It **() is, (X) is not** a HUBZone Small Business Concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It **() is, (X) is not** a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that part participating in the joint venture:

_____) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K-75C 52.219-1 **ALT II**
(IAW FAR 19.307(a)(1))

NOV 1999

(b) (5) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). (The offeror shall check the category in which its ownership falls):

X Black American

Hispanic American

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philipines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri-Lanka, Bhutan, the Maldives Islands, or Nepal).

_____Individual Concern, other than one of the preceding.

K-79C 52.219-19 **SMALL BUSINESS CONCERN REPRESENTATION FOR THE
SMALL BUSINESS COMPETITIVENESS DEMONSTRATION
PROGRAM** JAN 1997

(IAW FAR 19.1007(a))

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror () is, () is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
(X) 50 or fewer	() \$1 million or less
() 51 - 100	() \$1,000,001 - \$2 million
() 101 - 250	() \$2,000,001 - \$3.5 million
() 251 - 500	() \$3,500,001 - \$5 million
() 501 - 750	(X) \$5,000,001 - \$10 million
() 751 - 1,000	() \$10,000,001 - \$17 million
() Over 1,000	() Over \$17 million

K-92 52.222-22 **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS** FEB 1999
(IAW FAR 22.810(a)(2))

The offeror represents that

(a) It (X) has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.

(b) It (X) has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-96 52.223-4 **RECOVERED MATERIAL CERTIFICATION** OCT 1997
(IAW FAR 23.405(a))

K-210 252.209-7001 **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE
GOVERNMENT OF A TERRORIST COUNTRY** MAR 1998
(IAW DFARS 209.104-70(a))

(a) Definitions.

As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS

MAR 1998

(IAW DFARS 222.1304(b))

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

K-280 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG 1992

(IAW DFARS 247.573(a))

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.
The Offeror represents that it--

() Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(X) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(IAW FAR 52.107(a))

JUN 1988

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L-1H 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(IAW 4.603(a))

JUN 1999

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/Key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com

L-4 52.211-2 AVAILABILITY OF SPECIFICATIONS
LISTED IN THE DOD INDEX OF SPECIFICATIONS AND
STANDARDS(DODISS)AND DESCRIPTIONS LISTED IN THE
ACQUISITION MANAGEMENT SYSTEMS AND DATA
REQUIREMENTS CONTROL LIST, DOD 5010.12-L
(IAW FAR 11.204(b))

DEC 1999

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained—

- (a) From the ASSIST database via the internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the:

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(End of Provision)

L-6 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS
NOT LISTED IN THE GSA INDEX OF FEDERAL
SPECIFICATIONS, STANDARDS AND COMMERCIAL
ITEM DESCRIPTIONS
(IAW FAR 11.204(d))

JUN 1988

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

(Activity) 81 CES/CECS
(Complete address) 508 "L" STREET
(Telephone number) (228) 377-3316
(Person to be contacted) Clarence Vaughn
(Time(s) for viewing) 8 AM TO 4 PM (CST)

L-8 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL
DEFENSE USE
(IAW FAR 11.604(a))

SEP 1990

For the purposes of this provision, the blanks are completed on the cover sheet.

L-65C 52.216-1 TYPE OF CONTRACT
(IAW FAR 16.105)

APR 1984

For the purposes of this provision the blank(s) are completed as follows:

FIRM FIXED PRICE

L-62J	52.215-20	REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (IAW FAR 15.408(1))	OCT 1997
L-90	52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (IAW FAR 22.810(b))	FEB 1999

For the purposes of this provision the blank(s) are completed as follows:

(b)	Goals for minority participation for each trade	Goals for female participation for each trade
	19.2	6.9

(c) "covered area" is Mississippi (State), Harrison (County), Biloxi (City)

52225-10	NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT – CONSTRUCTION MATERIALS (IAW 25.1102(b)(1))	FEB 2000
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- (a) *Definitions.* "Construction material," "domestic construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Balance of Payments Program - Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy-American Act or the Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or the Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) *Evaluation of Offers.*
- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
 - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) *Alternate Offers.*
- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9 for the offer that is based on the use of equivalent domestic construction material.
 - (2) If an alternate offer is submitted, the offeror shall submit Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with Paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
 - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material. An offer based on use of foreign construction material for which an exception was requested-
 - (i) Will be rejected as non-responsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

(end of provision)

52225-10	NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT – CONSTRUCTION MATERIALS ALTERNATE I (IAW 25.1102(b)(1))	FEB 2000
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As prescribed in 25.1102(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision

- (c) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy-American Act or the Balance of Payments Program shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

L-120	52.233-2	SERVICE OF PROTEST (IAW FAR 33.106(a))	AUG 1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from **81st Contracting Squadron/LGCC, 310 M Street, Room 102, Keesler AFB, MS 39534-2147.**

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you protest to the GSBCA because of the nature of the supplies or services being procured.

L-123H	DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS
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(IAW FAR 36.204(f))

The estimated amount of the project is: **Between One Million and Five Million**

L-124	52.236-27	SITE VISIT (CONSTRUCTION) (IAW FAR 36.523)	FEB 1995
L-124F	52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTOIN OCT 1997 (IAW 36.520)	
L-141	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (IAW FAR 52.107(e))	APR 1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-218	252.211-7002	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS DATA ITEM DESCRIPTIONS AND OTHER PERTINENT DOCUMENTS (IAW DFARS 211.204(c))	DEC 1991
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Items may be examined at: **81st Civil Engineering Squadron, 508 "L" Street, Keesler AFB, MS 39534-2115**

L-266	252.236-7008	CONTRACT PRICES-BIDDING SCHEDULES (IAW DFARS 236.570(b)(6))	DEC 1991
L-602	5352.215-9000	PRICING DATA (AETC) (IAW 5315.403)	APR 1997
L-605	5352.228-9000	INFORMATION CONCERNING BONDS (IAW AETCFARS 5328.100)	MAY 1996

(a) Performance and Payment Bonds. Within ten days after receipt of the signed contract or notice of award, the Contractor shall furnish two bonds, each with good and sufficient surety or sureties acceptable to the Government; namely a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds will be as follows, but are not required for contracts of \$25,000 or less:

1. Performance Bond: The penal sum of the performance bonds shall equal one hundred percent (100%) of the total contract price for the basic year.

2. Payment Bond:

- A. When the contract price is \$1,000,000 or less, the penal sum shall be fifty percent (50%) of the total contract price for the basic year.
- B. When the contract price is in excess of \$1,000,000 but not more than \$5,000,000, the penal sum shall be forty percent (40%) of the total contract price for the basic year.
- C. When the contract price is more than \$5,000,000, the penal sum shall be \$2,500,000.

(b) Any bonds will be furnished by the Contractor to the Government prior to commencement of contract performance.

L-607	5352.237-9000	SITE VISIT (IAW AETCFARS 5337.110(a))	JUL 1993
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A site visit is scheduled for **9 DEC 99**. Bidders/offerors should be at the **81st Contracting Squadron, Bldg 4605, 310 M Street, Keesler AFB, MS 39534-2102** at this time and date to view the work site and present pertinent questions. Bidders/offerors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of work and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve bidders/offerors from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Government will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids/request for proposals, the specifications, or related documents.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 01-Jul-2003		4. REQUISITION/PURCHASE REQ. NO. FQ301093510100		5. PROJECT NO.(If applicable)	
6. ISSUED BY 81ST CONTRACTING SQUADRON 2D LT LORELEI MALOY 310 M STREET, RM 102 KEESLER AFB MS 39534-2147		CODE FA3010		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LAND SHAPER, INC. LINDA W JOHNSON 10217 THREE RIVERS ROAD GULFPORT MS 39503				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. F22600-00-D-M001			
				X 10B. DATED (SEE ITEM 13) 18-Jul-2000			
CODE OMPH9		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.217-8 "Option to Extend Services"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT F. WINLAND / FLIGHT A, TEAM A LEADER			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 02-Jun-2003	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. The Option to Extend Services is hereby exercised for the period of 1 Jul 03 through 31 Dec 03.
2. Funds will be obligated through the use of individual Task Orders issued against the contract. Such orders may be issued under contract clause I-170 – 52.216-18, Ordering (Oct 1995), from 1 Jul 03 through 31 Dec 03.
3. The prices set forth on the Second Option Year Bid Schedule apply.